

CHAN AH WAH AND LIM CHEOK KEE

115 East Street
New Hyde Park, NY 11040

February 3, 2018

2018 FEB -3 PM 10:04

The Honorable Judge Lorna G. Schofield
United States District Court, Southern District of New York
c/o Pro Se Intake Unit
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street, Room 200
New York, NY 10007

**RE: In re Foreign Exchange Benchmark Rates Antitrust Litigation 13-cv-07789-LGS
CLASS MEMBERSHIP UPDATE AND RELATED CLAIM**

Dearest Honorable Judge Schofield,

Good day to you, Your Honor.

Pursuant to the Court's Order dated November 17, 2017 (ECF No. 899), and in furtherance of Class Counsel's status letter dated December 20, 2017 (ECF No. 912) and Your Honor's Order in August 11, 2016 (ECF 102, *Chan Ah Wah et. al. v. HSBC* 15-cv-8974-LGS) that Pro se Plaintiffs, 'CHAN AH WAH (Chan) AND LIM CHEOK KEE WILLY(Lim) acting pro se sue seventeen large international banks (or their affiliates) for Defendants' alleged involvement in a conspiracy to manipulate Benchmark Rates in the Foreign Exchange market, and for overcharges (Chan) and (Lim) paid in transactions fees, interest and commissions. On April 28, 2016, Defendants moved to dismiss the Second Amended Complaint (the "Complaint") pursuant to Federal Rule of Civil Procedure 12(b)(6) or in alternative, to stay the case pursuant to an order in a related action, In re Foreign Exchange Benchmark Rates Antitrust Litigation 13-cv-07789-LGS, for the following reasons, the alternative motion for a stay is DENIED as moot, the following facts are taken from the Complaint and assumed to be true for the purpose of this motion. See *Littlejohn v. City of New York*, 795 F.3d 297,306 (2d Cir. 2015), Plaintiffs claim to have been injured by Defendants' conspiracy to manipulate benchmark rates in the FX market and to have suffered from overcharges in transaction fees, interest and commissions. Plaintiffs participated in the FX spot, forward, swap and futures markets, and dealt directly with "Defendants' trader dealing desk." While the Complaint describes at length Defendants' alleged conspiracy, it contains few allegations of Plaintiffs' injuries (see *Id.* ECF 102, ¶2 pg 1.) because our injuries is the factual allegations in the Complaint concerning the alleged conspiracy to manipulate FX benchmark rates are copied entirely from complaints filed in the related, consolidated action, more detailed summaries of the facts concerning the alleged conspiracy are set forth in the Court's prior opinions in that matter. (see *In re Foreign Exchange Benchmark Rates Antitrust Litigation* 74 F.Supp.3d 581 (S.D.N.Y. 2015) ("FOREX"); see also No. 13-cv-07789, 2016 WL 1268267 (S.D.N.Y. Mar.

31, 2016) at footnote 1, pg 2. and Plaintiffs assert claims under the Sherman Antitrust Act, 15 U.S.C. § 1 et.seq. and the Commodity Exchange Act (“CEA”), 7 U.S.C. § 1, et.seq. because the alleged FX instruments has U.S. connection and state a cognizable claims under either statute; and Plaintiffs have been injured by Defendants’ conspiracy to manipulate benchmark rates in the FX market and to have suffered from overcharges in transaction fees, interest and commission: (with the exception)

Section 1 to 7 of the Sherman Act shall not apply to conduct involving trade or commerce (other than import trade or import commerce) with foreign nations unless –(1) such conduct has a direct, substantial, and reasonably foreseeable effect (A) on trade or commerce which is not trade or commerce with foreign nations, or on import trade or import with foreign nations; or (B) on export trade or export commerce with foreign nations, of a person engaged in such trade or commerce in the United States; and (2) such effect gives rise to a claim under the provisions of sections 1 to 7 of this title, other than this section.

15 U.S.C. § 6a

This statute “lay down a general rule placing all (nonimport) activity involving foreign commerce outside the Sherman Act’s reach” but then bring back certain conduct so long as it “direct, substantial, reasonably foreseeable effect’ on American domestic, import or (certain export commerce)” give rise to a Sherman Act claim. In *FOREX* claims brought by plaintiffs to apply American antitrust laws to Defendants’ foreign conduct for harm suffered in the United States, the Complaint expressed “United States persons and transactions occurring in the United States” or confined its claims to those arising out of foreign exchange transactions. Plaintiff here who claims in the Complaint does allege transaction on a U.S. exchange or with a U.S. desk of a Defendant, the details of the FX instruments and transactions over which Plaintiff are suing, its allegations suggest that Plaintiffs transacted entirely during the relevant period. Plaintiffs currently reside in New York and that their oldest son was born in New York in 2000, a United States citizen. Plaintiffs decided to bring their children “back to New York” after Defendants deducted from their account in August 2010. (See *Id.* ECF 141, Third Amended Complaint (“TAC”), No.16 of pg 5. 6.) and,

This Court has subject matter jurisdiction under Section 4, and 16 of the Clayton Antitrust Act, 15 U.S.C. §§ 15 and 26(a), and under 28 U.S.C. §§ 1331 and 1337, Section 22 of Commodity Exchange Act, 7 U.S.C. §25. (See TAC, No. 15 of pg 5.) and more facts that, Defendants’ conduct was within the flow of, was intended to, and did, in fact, have a substantial effect on the interstate commerce of the United States, including in this District, Manhattan, Southern District of New York. During all “Relevant” Period (from 2003 through mid 2012), Defendants used the instrumentalities of interstate commerce, including interstate wires, international electronic signal and the U.S. mail, to effectuate their illegal scheme. (See TAC, No. 17 of pg 6.). This court has personal jurisdiction over Defendant, because Defendants’ collusive and manipulative acts took place, in substantial part, in New York specifically, Manhattan, Southern District of New York and in the United States generally. And under the

New York Statute long-arm §302 (a) (1); see *Deutsche Bank Securities, Inc. v. Montana Board of Investment*, N.E.2d 7 N.Y.3. (see TAC, No.18 of pg 6.) Defendant is subject to personal jurisdiction in this forum because they are either incorporated or have their principal place of business here, in the New York District, Manhattan, Southern District of New York New York Banking Law § 200-b (1) speak about subject matter jurisdiction, “The New York Court of Appeals has interpreted ‘§ 200-b’ to confer subject matter jurisdiction and not personal jurisdiction;” also see *Indosuez Int’l Fin. B.V. v. National Reserve Bank*, 744 N.E.2d 696, 98 N.Y.2d 238, 248 (2002), also see FOREX consolidated Action’s Court opinion: *In re Foreign Exch. Benchmark Rates Antitrust Litig.*, 74 F. Supp. 3d 581 (S.D.N.Y. 2015); also see No. 13 Civ 7789, 2016 WL 1268267 (S.D.N.Y. Mar. 31, 2016) (see TAC at footnote 9), provides that a New York resident may maintain “cause of action” against a foreign banking corporation, the statute is applicable as the Plaintiffs in this case alleged to be a resident of New York, finally the New York Court of Appeals has interpreted § 200-b to confer subject matter jurisdiction and Defendants conducted substantial operations in business in the United States, is “essentially at home” in this country [United States], as required for the exercise of General Jurisdiction.(See TAC, No.19 of pg 6.7.) “[T]he Supreme Court of United States has make clear...that general jurisdiction may only constitutionally be exercised over a defendant who is “essentially at home” in the relevant forum.”; also see *Wilder v. News Corp.*, No. 11 Civ.4947, 2015 WL 5853763, at *5(S.D.N.Y Oct.7, 2015)’ (See TAC at footnote 10, pg 7)and,

Defendant is also subject to personal jurisdiction in this forum because Defendant has substantial FX instrument business and contractually consented to jurisdiction in at least two International Swaps and Derivatives Association Agreement. (“ISDA”) The agreements include a consent “to the non-exclusive jurisdiction of the courts of the States of New York and the United States District Court located in the Borough of Manhattan in New York City” expressly limited to “any suit, action or proceedings relating to th[e] Agreement[s].” This consent is applicable to Plaintiffs here even because the ISDA agreements confer to a contractual right to the counterparties that the counterparties - “All payments are exchanged through the aforementioned nostro accounts. These accounts are denominated in the currency of the country where they were located. When a FX Dealer enter into contract to buy dollars and sell yen, for example, it will credit its yen nostro account and debit its dollar nostra account in U.S. The counterparty credits its dollar nostro account and debits its yen nostro account in Japan. Both FX Dealers initiate a money transfer to pay their respective counterparties, which is done by a funds movement between the two FX Dealers using the local payment system.” (See *Foreign Currency Committee, “Settlement and Settlement Netting,”* May 29, 2013 at Pg. 29) (See TAC at footnote 11) to those agreements, the counterparties is Plaintiffs in this action. Therefore, Plaintiffs satisfy the due process requirements for exercise of personal jurisdiction in this case. (See TAC, No.20 of pg7.) and,

Defendant is subject to specific jurisdiction because of defendants’ FX operations in the United States, give rise to the reasonable inference that they participated in the alleged conspiracy in the United States or participated elsewhere with the aim to cause harm in the

United States and even operate or maintain office here for –“All payments are exchanged through the aforementioned nostro accounts. These accounts are denominated in the currency of the country where they were located. When a FX Dealer enter into contract to buy dollars and sell yen, for example, it will credit its yen nostro account and debit its dollar nostra account in U.S. The counterparty credits its dollar nostro account and debits its yen nostro account in Japan. Both FX Dealers initiate a money transfer to pay their respective counterparties, which is done by a funds movement between the two FX Dealers using the local payment system.” (See *Foreign Currency Committee, “Settlement and Settlement Netting,”* May 29, 2013 at Pg. 29) (See TAC at footnote 11) and,

“The [s]pecific or conduct-linked jurisdiction...’depends on an affiliation between the forum and the underlying controversy, principally, activity or an occurrence that take place in the forum state and is therefore subject to the State’s regulation –“See FOREX Consolidated Action’s Court opinion: *In re Foreign Exch. Benchmark Rates Antitrust Litig.*, 74 F. Supp. 3d 581 (S.D.N.Y. 2015); *also see* No. 13 Civ 7789, 2016 WL 1268267 (S.D.N.Y. Mar. 31, 2016). (See TAC at footnote 12.) (see TAC, No.21 of pg 7.8.)

And, On November 16, 2015, Plaintiffs filed their original complaint against six HSBC entities. After a conference held on January 7, 2016, the parties were directed to meet and discuss, things were U.S. transactions because ‘they lived and transacted - - during the relevant period’ (See ECF 102, *Chan Ah Wah et. al. v. HSBC* 15-cv-8974-LGS, ¶3, of pg 4, suggesting that us (Chan) and (Lim) lived and therefore entered into FX transactions) exclusively. (See *Id.* ¶1 of pg 5) the relevant transactions took place... is consistent with statement we made at the January 7, 2016 conference...admitted that they transacted directly with an HSBC entity through a cash deposit account...connection to the UNITED STATES that were dealing with could “call forward” to an affiliated desk or dealer in country [United States] (See *Id.* ¶1,2, of pg 5.), The understandings that did..engage in domestic FX transactions is consistent with allegations they made in a prior action (see *Chan Ah Wah v. HSBC Banks*, 13-cv-4789 (SDNY)..described a savings account with Overseas Bank Malaysia that was transferred to “HSBC PRIVATE BANK OF MALAYSIA” in 2005 and to “HSBC SINGAPORE” In 2007 or 2008 (See *Id.* ¶2 of pg 5) as in TAC alleged we participated in participation in FX over-the-counter market and also participated in United States Chicago mercantile exchange and intercontinental exchange with Defendants HSBC by telephone directly to the traders in the United States desk who quoted them[CHAN AH WAH AND LIM CHEOK KEE] a bid of the price to buy currency and ask of the price to sell currency on all 5400 pieces of FX spot transactions of FX Instruments [of structures products derived from stocks, bonds etc in vanilla Options/Swap Options and derivatives] because of this action of FX spot to futures/option [accounting for] Defendants set up[accounting fraud and corporate fraud for input print of credit scores claimed untrue in lies in our cash deposit saving account in HSBC BANK USA NATIONAL BANKING’s department of private banking], is a bit of multiple essentials like silver, step of the game with FX Spot and structure products. Honorable Judge Schofield ordered benefits for us as per FOREX order

stated 'BENEFICIAL OWNER'[HSBC] to pay USD5.5 million to each Chan and Lim, and USD180 million inclusive award is for our individual case to our cash deposit account money is in accounting fraud and corporate fraud and fees associated with credit fraud etc wrap up in the bank account of HSBC BANK USA NATIONAL BANKING's department of private banking in management portfolio managers fraudulent input credit fraud and fees in cash deposit saving account for credit to us immediately in FDIC Act of Plain Writing to Pay-as-you-go Act (PAYGO ACT) enforced in compliance with, and according to the Complaint, Defendants deducted \$2,300,000 from a cash deposit saving account to cover losses in FX instruments Plaintiffs held. Defendants' deduction of these funds forced Plaintiffs' three children to stop schooling and "disturbed" them emotionally and socially." Plaintiff Chan (Lim) suffered post-traumatic stress disorder and was forced to send her mother to a hospital because Chan could no longer afford to pay for a housekeeper to care for her dementia at home. Plaintiff Lim (Chan) was forced to sell real estate investments and similarly could no longer afford to support his mother and younger brother in Malaysia. (See ECF 102, *Id.* ¶ 1 of pg 2.)

And, Plaintiffs filed a First Amended Complaint on March 10, 2016, adding eleven additional defendants. Plaintiffs filed a Second Amended Complaint on March 31, 2016, and Defendants filed the instant motion on April 28, 2016, Subsequently filed TAC granted against dismissal from Defendants HSBC and co-conspirators, all inclusive wrapped in 'On Motion to dismiss, all factual allegations in the complaint are accepted as true and all inferences are drawn in the plaintiff's favor.' *Littlejohn*, 795 F.3d at 306. For the forgoing reasons, TAC is GRANTED in its entirety, mooted their alternative for a stay of this order (ECF 102, of pg 6.) that TAC set forth in detail with additional allegations concerning Plaintiffs' transaction in FX instruments (See declarations and exhibits with Rider presented and filed with FOREX court site) added to address the deficiencies described allegations concerning domestic FX transactions and 'Plaintiffs motion for leave to file the TAC is granted (See ECF 139, *Chan Ah Wah et.al v. HSBC* 15-cv-8974-LGS) because, contrary to HSBC's argument, neither Sherman Act and CEA claims nor the state law claims are futile. To state a claim under either the Sherman Act or CEA, a plaintiffs must plead a sufficient nexus to the United States. The Foreign Trade Antitrust Improvements Act, 15 U.S.C. §6A, "lays down a general rule placing *all* (nonimport) activity involving foreign commerce outside the Sherman Act's reach," but then bring back certain conduct so long as it "'direct, substantial, and reasonably foreseeable effect' on American domestic, import or (certain) export commerce" give rise to a Sherman Act claim' that HSBC Bank USA National Association, National Banking provided escrow bank account number for their department of private banking client to cash transfer electronically to their United States' account for accounting fraud and corporate fraud and tax return credit fraud. 'Similarly, 'the CEA creates a private right of action for person anywhere in the world who transact business in the United States' that JP Morgan Chase's US products were found in a leaked tranche reference number in reuse reinvented vanilla option/swap option in HSBC Bank USA National banking's department of private banking in Malaysia Branch. 'In TAC pleads facts that support a reasonable inference that the transactions at issue were executed on

a U.S. exchange or with a U.S. trading desk.’ *Id.* that Plaintiffs participated in FX over-the-counter market and also participated in United States Chicago mercantile exchange and intercontinental exchange with Defendants HSBC by telephone directly to the traders in the United States desk who quoted them[CHAN AH WAH AND LIM CHEOK KEE] a bid of the price to buy currency and ask of the price to sell currency on all 5400 pieces of FX spot transactions of FX Instruments [of structures products derived from stocks, bonds etc in vanilla Options/Swap Options and derivatives] because of this action of FX spot to futures/option [accounting for] Defendants set up[accounting fraud and corporate fraud for input print of credit scores claimed untrue in lies in our cash deposit saving account in HSBC BANK USA NATIONAL BANKING’s department of private banking], with FX Spot and structure products, of this variety that ‘Defendants HSBC set up a performance bond (margin requirement by CFTC) to facilitate Futures trading as per Financial institution deemed systemically important to United States and pose grave threat to the United States economy as defendant HSBC and co-conspirators and given the relationship between the prices move virtual lockstep to the spot price (currency is a derivative of spot cash currency market and delivered in the physical currency) at which futures [structure products derived from] contract are priced, benchmark, and settled based on the spot market of the underlying currency pair including coordinated submittal directly to the CME which skewed bids and offers in a manner intended to move CME/EMTA rates in a direction more favorable to Defendants HSBC and co-conspirators for profits by directly deductions.’ (See TAC pg 14, 15, *Chan Ah Wah et.al v. HSBC*, 15-cv-8974-LGS) and, TAC alleges that Plaintiffs spoke by telephone with HSBC traders at a time of day when FX markets would be closed in Malaysia or Singapore but open in New York; that during some of these phone calls the HSBC traders referenced the New York market closing time and holiday schedule; and that New York is one of the two largest FX trading centers. Although these allegations do not necessarily lead to the conclusion that the HSBC traders were located in the United States - - they could have been located elsewhere (city in Africa, city in Australia etc to terminal at United States of America desk as traders/broker-dealer, ‘holding that transactions on a U.S. exchange or in which liability transferred or title passed in the United States are domestic for purposes of the CEA’, See e.g.*In re Platinum & Palladium Antitrust Litig.*, No. 14Civ.9391, 2017 WL 1169626, at *28 (S.D.N.Y. Mar. 28, 2017)(citing *Morrison v. Nat’l Austl. Bank*, 561 U.S. 247, 267 (2010); *Absolute Activist Value Master Fund Ltd. v. Ficeto*, 677 F.3d 60 (2d Cir. 2012); *In re Vitamin C Antitrust Litig.*, 904 F. Supp. 2d 310, 321 (E.D.N.Y. 2012) (“payment for a product in the United States is sufficient to create a domestic effect for FTAIA and antitrust standing purposes”), merely following New York trading hours - - they are enough to “nudge” Plaintiffs’ claimed U.S. connection “across the line from conceivable to plausible’ *Bell Atl. Corp.v. Twombly*, 550 U.S. 544, 570 (2007). Accordingly the TAC could withstand a motion to dismiss the Sherman Act and CEA claims such that allowing Plaintiffs to amend their pleadings would not be futile.

It also would not be futile to allow Plaintiffs to amend their pleadings to add the state law claims asserted in the TAC. Plaintiffs brought these claims in an earlier action (See Chan Ah

Wah v. HSBS Bank PLC No. 13Civ 4789, 2014 WL 2453304, at *2 (S.D.N.Y. June 2, 2014). Subject matter jurisdiction does not appear to pose a problem here, because the Court has federal question jurisdiction over the TAC's Sherman and CEA claims, at least for purposes of surviving a motion to dismiss. The Court can therefore exercise supplemental jurisdiction over the state law claims. See 28 U.S.C. §§1331, 1367; *Fei Hang Chen v. Jing Fong Rest., Inc* 582 F. Supp.2d 602, 603 (S.D.N.Y. 2008)(even "[w]hen...the federal claims are dismissed, a federal court may, in its discretion, retain supplemental jurisdiction over the state claims").

HSBC's argument that state they unduly delayed in pursuing is unpersuasive, this action is in its stages on formal discovery has been taken and HSBC has not shown how, it prejudiced Plaintiffs at this time. See *United States ex.rel. Ladas*, 824 F 3d at 28 (leave to amend "should generally be denied in instances of futility, undue delay, bad faith or dilatory motive, repeated failure to cure deficiencies by amendments previously allowed, or undue prejudice to the non-moving party"). Finally, argument that state as to HSBC entities alleged to engaged in misconduct is the relationship among the HSBC entities and the scope of the alleged misconduct is clear, raise that entities are proper defendants at time, or confer with the Court to assure that the correct HSBC entities are named.

'By order dated April 29, 2016, The Court granted the motion by Defendants Barclays..Citibank...JP Morgan Chase Bank N.A...RBS..UBS AG...to join the motion to dismiss with Defendants HSBC...and the Hong Kong Shanghai Corporation Limited, Singapore Branch' (See ECF 102, *Chan Ah Wah et.al v. HSBC*, 15-cv-8974-LGS, footnote at 2, paragraph 3 at pg 2).

The Undersigned hereby submit this letter regarding the class membership status of CHAN AH WAH AND LIM CHEOK KEE WILLY (the "Chan"), Claim Number for Chan Ah Wah is 10004208, Control Number: 8573840181 filed on Jan 12, 2018 (See copy of claim submission, as Exhibit A) consolidated with previous claim number: 1534676, Control Number: 5632932195 filed on November 10, 2017, and Claim Number for Lim Cheok Kee Willy is 10004209, Control Number: 2587284171(See copy of claim submission, as Exhibit B) filed on Jan 12, 2018 consolidated with previous Claim Number: 10003612, Control Number: 4729571321.

Plaintiffs respectfully request to file declarations and exhibits to declarations in excess of the limits set out in Rule III.B.3 of Your Honor's individual Rules and Procedures for Civil Cases in support of (i)Class Plaintiffs' Motion for Final Approval of Class Action Settlements and Plan of Distribution and (ii)Lead Counsel's Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses. Both motions are due on January 12, 2018.

Specifically, Plaintiffs file:

(i) A joint declaration from undersigned counsel, exceeding 10 pages. The declaration will set forth the factual basis for both motions and will assist the Court and class members in

evaluating the settlements and the relief requested of USD15,000,000 (Fifteen million) each plaintiff, to amount of: USD30,000,000 (Thirty million) as mandated benefits for us as per FOREX order stated 'BENEFICIAL OWNER'[HSBC] to pay USD5.5 million to each Chan and Lim, and **USD180 million inclusive award is for our individual case to our cash deposit account money is in accounting fraud and corporate fraud and fees associated with credit fraud etc wrap up in the bank account of HSBC BANK USA NATIONAL BANKING's department of private banking in management portfolio managers fraudulent input credit fraud and fees in cash deposit saving account for credit to us immediately in FDIC Act of Plain Writing to Pay-as-you-go Act (PAYGO ACT) enforced in compliance with.**, incurred cost in HSBC and USD55,000,000 (Fifty-five million) each plaintiff, to amount of: USD110,000,000 (One Hundred ten million) and all inclusive treatment USD70,000,000 (Seventy million) **grand total of USD180,000,000 (One Hundred and Eighty million, pay \$0 tax from this amount)** to be authorized for release to undersigned.

- (ii) The declaration will provide additional information about the settlements;
- (iii) The declaration will attest to the implementation of the class action notice program;
- (iv) The declaration will assist the Court and class members in evaluating the attorney's fees in other action;
- (v) The declaration will attest to the work, hours, lodestar, and litigation expenses contributed to the prosecution of the Action;
- (vi) Exhibits to certain of the foregoing declarations, exceeding a total of 15 pages.

Accordingly, the undersigned respectfully file the above-listed declarations and exhibits as Rider to Jan 24, 2018 said application; in excess of the limits set out in Rule III.B.3 because we pray for your approval to endorse said application submitted hereby in general, **USD180 million inclusive award is for our individual case to our cash deposit account money is in accounting fraud and corporate fraud and fees associated with credit fraud etc wrap up in the bank account of HSBC BANK USA NATIONAL BANKING's department of private banking in management portfolio managers fraudulent input credit fraud and fees in cash deposit saving account for credit to us immediately in FDIC Act of Plain Writing to Pay-as-you-go Act (PAYGO ACT) enforced in compliance with.**, for the best, is good for us, to issue a check or direct deposit to the following:

TD Bank account #:4255590759

Routing #: 026013673

Account name: Ah Wah Chan and Cheok Kee Willy Lim

TD Bank Branch address: 136-20 38th Main Street

Upon the release of the check of USD180million (pay \$0 tax in this amount) and confirm in writing to the Court for the receipt of this payment to our bank, we hereby officially agreed all entering, to use our points for presentation, for advertising, promotion and publicity (in any and all media including online) without additional compensation or notice, by clicking button below, I am agreeing by my electronic signature to give, its affiliates and its independent partners, no limit, which names I acknowledge that I have accessed and read, my prior express written consent and permission to call and send to me text messages at the cellphone number(s) provided (9178685218) and to other user of these cellphone number(s), at any time from and after my inquiry for purposes of all federal and state laws and my prior affirmative email to my email provided above, for all other purposes. I understand above. By clicking, I am providing prior express "written" consent to no limit partners and for them and/or to contact me (including by automated dialing systems and text) by telephone, mobile device (including SMS and MMS), and/or email, even I am on corporate, state or national Do Not Call list. Consent is not required in order to reach out to me. I, Ah Wah Chan and Cheok Kee Willy Lim of 115 East Street, New Hyde Park, NY 11040 USA Email:chanjac5@aol.com (mobile: 917-868-5218) hereby confirm following as true statement, and confirm these contents and information were submitted by me and authorize on disclosure of below email, content, points for claim in all court system and After I submit my receipt of my ^{credit} payment of USD180 million (pay \$0 Tax in this amount) to complete claim process.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York

February 3, 2018



Lim Cheok Kee Willy, *Pro Se*
115 East Street,
New Hyde Park, NY 11040
Cell: 917-868-5218



Chan Ah Wah, *Pro Se*
115 East Street
New Hyde Park, NY 11040
Cell: 917-868-5218

Rider to Declaration and Exhibits

The undersigned, hereby sworn and declared:

As many times Honorable Judge Schofield's order told you many times, we, CHAN AH WAH (Chan) AND LIM CHEOK KEE WILLY(Lim) acting pro se sue seventeen large international banks (or their affiliates) for Defendants' alleged involvement in a conspiracy to manipulate Benchmark Rates in the Foreign Exchange market, and for overcharges (Chan) and (Lim) paid in transactions fees, interest and commissions. (See ECF 102, Chan Ah Wah et. al. v. HSBC 15-cv-8974-LGS) that 'stay is DENIED as moot because our injuries is copied entirely from complaint from FOREX are set forth in the Court's prior opinion in, and 'they lived and transacted -- during the relevant period' (See Id. Paragraph 3, of pg 4, suggesting that us (Chan) and (Lim) lived and therefore entered into FX transactions) exclusively..(See Id. Paragraph 1 of pg 5) the relevant transactions took place... is consistent with statement we made at the January 7,2016 conference...admitted that they transacted directly with an HSBC entity through a cash deposit account...connection to the UNITED STATES that were dealing with could "call forward" to an affiliated desk or dealer in country [United States] (See Id. Paragraph 1,2, of 5), The understandings that did..engage in domestic FX transactions is consistent with allegations they made in a prior action (Chan Ah Wah v. HSBC Banks, 13-cv-4789 (SDNY)..described a savings account with Overseas Bank Malaysia that was transferred to "HSBC PRIVATE BANK OF MALAYSIA" in 2005 and to "HSBC SINGAPORE" In 2007 or 2008 (See Id. Paragraph 2 of pg 5). Subsequently filed TAC and granted against dismissal from Defendants HSBC and co-conspirators, all inclusive wrapped in 'By order dated April 29, 2016, The Court granted the motion by Defendants Barclays..Citibank...JP Morgan Chase Bank N.A...RBS..UBS AG...to join the motion to dismiss with Defendants HSBC...and the Hong Kong Shanghai Corporation Limited, Singapore Branch' (See footnote at 2, paragraph 3 at pg 2) as in TAC alleged we participated in participation in FX over-the-counter market and also participated in United States Chicago mercantile exchange and intercontinental exchange with Defendants HSBC by telephone directly to the traders in the United States desk who quoted them[CHAN AH WAH AND LIM CHEOK KEE] a bid of the price to buy currency and ask of the price to sell currency on all 5400 pieces of FX spot transactions of FX Instruments [of structures products derived from stocks, bonds etc in vanilla Options/Swap Options and derivatives] because of this action of FX spot to futures/option [accounting for] Defendants set up[accounting fraud and corporate fraud for input print of credit scores claimed untrue in lies in our cash deposit saving account in HSBC BANK USA NATIONAL BANKING's department of private banking], is a bit of multiple essentials like silver, step of the game with FX Spot and structure products. Honorable Judge Schofield ordered benefits for us as per FOREX order stated 'BENEFICIAL OWNER'[HSBC] to pay USD4.8 million to each Chan and Lim, and USD150 million inclusive award is for our individual case to our cash deposit account money is in accounting fraud and corporate fraud and fees associated with credit fraud etc wrap up in the bank account of HSBC BANK USA NATIONAL BANKING's department of private banking in management portfolio managers fraudulent input credit fraud and fees in cash deposit saving account for credit to us immediately in FDIC Act of Plain Writing to Pay-as-you-go Act (PAYGO ACT) enforced in compliance with.

Confirm CHAN AH WAH AND LIM CHEOK KEE WILLY immediately, do not defy Honorable Judge Schofield's order persistence Notice to all in FOREX COURT site. We are also to inform Claim Administrator, GARDEN CITY GROUP this order as said here.

So sorry I cannot send messages in time for Lorna. Golden set now! No needed mix up for your group by set along with their, tight to your spot now. No shaker packing on, they can be silver traveling to your way. Step the world favorite show, enter could win front tickets and more incredible chance of learning more necessary for official dream BIG in advertising disclosure on Equifax, check now! It's officially until someone break out the check \$\$\$ [Chans has to take their USD150 million (pay \$0 tax on this amount) on this check)) home is they officially agreed you all entering golden nugget dig! Give you points for presentation. Now, is not officially! Break out these give you major officially check \$\$\$, these super oversized check \$\$\$ give points for FOREX Class Action at fully equipped for now.

Right freeze your own, harvest own FOREX Class Action, better than canning DRY now. Fully equipped for its participation in FX over-the-counter market and also participated in United States Chicago mercantile exchange and intercontinental exchange with Defendants HSBC by telephone directly to the traders in the United States desk who quoted them[CHAN AH WAH AND LIM CHEOK KEE] a bid of the price to buy currency and ask of the price to sell currency on all 5400 pieces of FX spot transactions of FX Instruments [of structures products derived from stocks, bonds etc in vanilla Options/Swap Options and derivatives] because of this action of FX spot to futures/option [accounting for] Defendants set up[accounting fraud and corporate fraud for input print of credit scores claimed untrue in lies in our cash deposit saving account in HSBC BANK USA NATIONAL BANKING's department of private banking], is a bit of multiple essentials like silver, step of the game with FX Spot and structure products, don't underestimate the strength, inside are compartment filled with 'wine' in silver 'glasses' you're ahead of you think this is basic, underestimate the Frisco like you're a step ahead of the game. Advertisement continue reading and explore black prefab., the light provides site with zip, closure pack it-buy-designed to keep these oversized community pool/blankets are carrying cases [Libor] on the market, pop it overnight, add your the next day that now keep for the smartest (in the freezer) then, unfold it and lunch a meal that'll stay, for some of the market, it then add next fresh for jam with Essenes, of yours FOREX Class Action by FX Spot and structures products outrageously jam of this variety that 'Defendants HSBC set up a performance bond (margin requirement by CFTC) to facilitate Futures trading as per Financial institution deemed systemically important to United States and pose grave threat to the United States economy as defendant HSBC and co-conspirators and given the relationship between the prices move virtual lockstep to the spot price (currency is a derivative of spot cash currency market and delivered in the physical currency) at which futures [structure products derived from] contract are priced, benchmark, and settled based on the spot market of the underlying currency pair including coordinated submittal directly to the CME which skewed bids and offers in a manner intended to move CME/EMTA rates in a direction more favorable to Defendants HSBC and co-conspirators for profits by directly deductions.'

(See TAC pg 14, 15, Chan Ah Wah et.al v. HSBC, 15-cv-8974-LGS) that strength by pairing with these small-batch vanilla Options/Swap Options leaked from JP MORGAN CHASE'S US PRODUCTS of tranche references number provided at department of private banking of HSBC BANK USA NATIONAL BANKING from Chans, we love 'participated in FX OTC MARKET and also participated in CME&ICE, in this Flex of yours FOREX Class Action continue reading inspired by the golden nugget and wine in silver

you own, by Chans inspired FX spot and structure products you will ever inspired. Free. Ground parks in South, book dozen grounds and over 1000 sites, visit FOREX Court site now confirm Chans as members as soon as possible now.

Because you have cheese without tools, this handy[Chans] FX spot and structure products as small flip, easier than you can't have these proper set of serving, actually double flip, get much than that, because have proper set, doubles it over get that magic in EQUIFAX in advertising disclosure in reserved privacy with play quality over the super total must have next gathering with up to clear, at least over 7K reviews of speakers for play, sound, super total have for next room select world after details.

Let us meet with the beginning, always with smile for the smile is of love, mother's choice[you know], daily she stress at website daily love, the reading on your pick, get free now! Concentrate problem and get reading now! Promote wellness is who you are...the day you is, you are for free rearranging can stress help overall for development ways to reduce anxiety. Explore! So clear! All to reserved privacy.

Do about that criticism is something you acknowledge it in no way affect your ability to successfully do co-work, about emphasize that in way to perform the job or weakness, that is your job, you dealt with, improved it to act criticism mention a weakness with explaining how to demonstrate your ability on constructive that you previously exploring it on, consistently on the job to imply you are implying, receive the job, want that above critique to avoid consistently criticism you don't want to.

Send in your confirmation now! ...wireless time is waiting you at door, just greet and go...To your success!

Best tech parenting: these are all the essentials for the kids in our life of yours, needs for idea, this make most important part of your case those large blanket/pool community now, the sitting on a blanket/pool community [which we did participate with HSBC Bank USA NATIONAL BANKING'S department of America Business in private banking department] that's opt this large structures products of over-the-counter derivatives backed with New York Stocks, Bonds to provide, fold up into portable easy perfect blanket/pool community for spot products participate in various affiliates marketing programs the banks of FOREX Defendants conspired to collide to fix mean get paid commissions on editorially products purchased through their private banking department of national banking, retail and commercial banking on Asia sites, see the posting of evidence documentary on FOREX Court site reveal all.

Buy nothing dampen the security mood by regulators at a pool community than this extra large pick to keeping safe from noticing by regulators for every spot in affiliate programs means structures product derived from, like vanilla Options/Swap Options fifteen types related in purchased through retailer sites, less travel cost to be paid, the very best way off the top batch by taking in duty so the inner contents, stay discovery in evidence for related products to ongoing FOREX settlement claim case of related products' foreign exchange benchmark rates manipulation Antitrust Litigation. Prime offer with prime details by thirteen Defendants from FOREX case subject to final approval of settlement by Honorable Judge Schofield, these products created this ideal at makes to use on board and buy untreated to both at home in United States and at affiliate marketing retailers site for a spread even just the board slicing up in hybrid vanilla option that tranche references number leak out PRODUCTS FROM JP MORGAN

CHASE'S US RETIREMENT PLAN with reusing them over and over every twenty or thirty years said by advertisements investing advices at posted evidence documentary at FOREX court site, reading RIGHT at New York by JP MORGAN CHASE's stuff crafted from this medium for both makes surfaces in spread, advertising on investing advices reading the world's most buy boxed for on the spot buy in derivatives' structures products and overly from the ultimate American retirement plan concerted conveniently packs in, also perfect bodied and blended with stocks, bonds from NYSE public listings board is the portable packs as call option, put option, call and put option, barrier option, etc in fifteen vanilla Options/Swap Options products for FOREX Defendants' party at department of private banking and retail banking and commerce banking conveniently for a buzzing wrap's product selling industry. Advertisement reading squeeze size premium from prohibited by federal Reserve board in re-pack and re-pack the re-use Americans retirement fund or pension fund, collection being leaked in our cash deposit saving accounting from department of private banking to the Asia industry, wrap structures products packed from American retirement plan, pension fund bringing from wrap structures derived from bond, stock, or wrap structures derived from stock, stock or wrap structures derived from bond, bond or wrap structures derived from retirement plan, stock or bond or, enroute to use regularly up to years after re-use again many years later, that these dangerously in hybrid vanilla of wrap derivatives sorts from recycled products that FOREX Defendants keep 'fresh' without bringing extra cost to themselves, made from wrap up structures products after wrapping up, again and again to cover their evil intentions of never considered the potential value will lose to zero on identical products identified for instance in these wrap products and that's no principal protected structures product which represented to new members [purchased followers] as 'principal protected structures products' as taught to their 'mercenaries' batch of private bankers recruited in Malaysia as I know and we were told too by private bankers, in order to sell out structures products fast for cash returns for FOREX Defendants.

Fight the tax scam from FOREX Defendants in New York for highest tax return filed in lies of untrue accounting input to public tax form and why must these discovery of evidence stayed and sealed as per your Class Counsel's memo that we have not reached the FOREX Class Action membership at this time with FOREX case ongoing? See advertisement reading accurately that the accounting fraud of fees, tax fraud in Defendants input lies and fraud credit scored in cash deposit saving account consolidated transactions posted on evidence documentary posted at FOREX court site for FOREX Defendants' accounting fraud and corporate fraud, as to be fair to us, Class Counsel's memo must be updated to confirm us right away for individual absent class in FOREX case by packing this spread [structure products in vanilla products and accounting products for credit fraud with Equifax and Northern Food's employment to fixing product] then in comply to FDIC Act of Plain Writing to enforce PAY-As-YOU-GO Act (PAYGO ACT) to credit fund of USD150 million (pay \$0 tax in amount) to fully efficiently improve the accountability of [trusted federally registered national banks of HSBC BANK USA NATIONAL BANKING] to public Congress approves, upon submitting the claim to the Court last two days. Whether or not, there is a discovery of evidence if membership of us not confirmed and it is not good for the FOREX Class Action due to antagonize conditions laying in. And level up to the next.

Worry about your own stock for dismissal and cannot finally approved the settlement, you must **IMMEDIATELY** confirm us as members.

And bring all new members related to us to the absent class for pay-as-you-go Act pertains to accounting fraud and corporate fraud without delay for the next three months.

As I messaged in Garden City Group- Claim Administrator about the cash Saving account of our[Lim Cheok Kee and Chan Ah wah] at HSBC BANK USA NATIONAL BANKING's department of private banking department is insured by FDIC, the Act in FDIC provide The Plain Writing Act (public law 111-274). The Act requires Federal Agencies prepare certain documents intended for public according to Plain Writing guidelines is intended to improve the effectiveness and also accountability Federal agencies to the public "by promoting clear government communication (HSBC BANK USA NATIONAL ASSOCIATION SEC-10K form and US Resolution Plan for HSBC) that public can understand and use, documents relating to, (B) includes (whether in paper or electronic form) letter, publication, form, Notice, or instruction and (From HSBC BANK USA NATIONAL ASSOCIATION, EQUIFAX, Northern Food) (C) does not include a regulation...the effect of this Act in FDIC WAS THAT WAY WE ARE JUST ABOUT TO GET MONEY FOR YOU AND LIM CHEOK KEE IS THAT SEC Form 10-K was fraudulently report that was sent from HSBC BANK USA NATIONAL BANKING for filing their tax return to America and posted the Federal communication to public for use it was not accountability and they were data breach in Order to our accounting in cash saving account for wealth management portfolio as frauds.

Group all in, join now.

The needs to accomplish achieve triumphs, the human needs to be happy spirit, achieve triumphs. Going to the ends of your shift? You need tough tough speeding across the Way [I DO CRAZIEST THING]-the massive coverage on the next market and the conspiracy by Defendants to conspire to collude the benchmark rates manipulation VASTLY to reap Supra-fees, commissions, cost, profit etc -Heart of FOREX case- and asked Defendants,"were you fixing?" "May I see your license to fixing?" "Give the license (evidence discovery) to the Court that spent time in New York date with most turned to, asked, "what did he says?" Traders/Broker-Dealer said, "He said he know you!" It's math prodigy created technology effectively put \$31 billion up for grabs, already made the wealthiest banks in the world, loads of making fortunes. And become the biggest cash grabs in history, the most exciting news for you is...just getting started. Now! It's incredibly simple ..all you need is a cell phone or laptop and a few dollar ! American from coast to coast are in...as well as people in Europe...and across the entire world. So why aren't you? Enter now to get started. The boss is waiting!!!

I promise you won't be disappointed. This is straight from brand-new way of retiring rich.

The released controversial instructions memo to their department in private banking in HSBC BANK USA NATIONAL ASSOCIATION to an escrow bank account number for our cash deposit saving account money for cash transfer electronically to forementioned escrow bank account in New York for the cash deposit to conspire to colluded accounting fraud in creating a lie in financial securities structured portfolio of products on untrue prices in stocks, bonds, currencies' in Plain Writing documentary unclassified benchmark rates rise in prices 'essential' to request money from our savings account to aide HSBC and co-conspirators in conspiracy was the best part of the manipulation to colluded to anticompetitive Supra-prices for fees, cost, commissions, trading in revenue from us directly deductions from saving account money in cash from department of private banking in HSBC BANK USA NATIONAL ASSOCIATION in accounting fraud and corporate fraud in credit in tax return reporting

earnings that will be reasonably identified based on investment management for public publishing it on government form, notices [SEC TAX FORM 10-K and US RESOLUTION PLAN PUBLIC COPY].

to this world please help my children and please see below this article below for us in all of us to be the one who truly is the one that is in our own money for our individual case management portfolio and management banking fraud fees associated with their tax return credit fraud and accounting fraud contain cheating clients spreadsheet by portfolio managers prominently misleading the Foreign Exchange rates in currency pairs and comes artificially in the trusted brand of department of private banking of HSBC BANK USA NATIONAL BANKING in America in consolidated pool statement electronically transferred to our email website inbox on Plain Writing letter of financial securities structures products in a BIG Lie to untrue prices and put the blame on us on the 'error' created by trusted brand managers of banking fraud by HSBC AND CO-CONSPIRATORS that even no one noticed their accounting fraud, fraud fees associated with Benchmark Rates Antitrust Litig was the way that they were the most part of the market share the price rise of revenue from each transaction the company escrow account number for profitability growth potential related to credit value of revenue from the department it will provide a wealth portfolio management of banking and asset investment management portfolio lied to tax return claiming that in United States federal government tax form for funds, even worst is that the lies of credit scores in accounting written and printed in our cash deposit saving account of department of private banking of National Association's banking fraud for reported immediately for FDIC protection law for the Act of Plain Writing and in comply to PAYGO Act to enforces we were ignored by the Directors of HSBC BANK USA NATIONAL BANK in New York said they were dealing in fraud credit and capital transactions in fees to accounting fraud. This attacked to all members bought the structures products lied to, and the employment of fraud input print of credit scores in accounting transactions of members in Equifax could vanished for related collapse of accounting fraud in Plain Writing letter in create lie in untrue price of foreign exchange products in benchmark rates for Supra products profit reap.

Please confirm us [Chan Ah Wah and Lim Cheok Kee] member of FOREX individual classes so concurrently with the FDIC Act of Plain Writing to PAYGO Act to enforce for good to us, best for all. Now. Please do it. It is obvious to us all in this case for us all in this world we have made it to work for the first opening of our individual case in re Foreign Exchange Benchmark Rates Antitrust Litig.

Washington Congress post enjoy free to get to every story Nationally Banks with statement "Plain Writing Act" In memo today, Class Counsel could now cross security with HSBC, EQUIFAX, NORTHERN FOOD in the disagreements between Chans and HSBC BANK USA NATIONAL BANKING, private bank department of, over the memo the Congress Act analyze between disagreements between Chans and HSBC BANK USA NATIONAL BANK over pay-as-you-go Act alleging accounting fraud to federal Reserve bank fraud of credit fraud and accounting fraud of credit for trade transactions in stocks and traders said the banks of cash deposit and cash transfer to deposit cash access to credit and capital investment management portfolio and asset management traders and traders said the banking system will have a lot to profit traders and traders to share their stocks to share their clients will have the opportunity for their stocks to rise to cash in earnings of growth, posted by Chans, the email in FOREX Court website. key directly squarely into the potentially to cross, Wednesday issued a statement

declaring, had "grave concerns" with a not-yet-public memo that questions the basis to HSBC adviser, National Association's time was a great way to subtly share their clients in order for the accounting fraud and corporate fraud and fees associated with their wealth management portfolio. For Christopher had privately warned against that disagreements with Credit Suisse his laying bare worries.

The document provided only to voted to release it said expressed during initial about material omissions of fact that fundamentally impact the memo's accuracy.

Just announced last one way to check out Right good check copyright @2018 in the market this spread the job, it a fix and in matter of unexpected guest come calling here, use it, take mark, finish unfinished this talk about, there's all love takeout...in HSBC, Equifax, Northern Food and teams, all inclusive Start now! 3 days only. The deals are running out. Guaranteed hire.

The memo Plain Writing Act attacked Department of private banking of HSBC BANK USA NATIONAL BANK and Chans — calling general accounting fraud of input print it would not get any more credit they will be required, by using a copy file in case you file it for your credit, account file for fraud or risk for credit, credit for fraud or risk for credit, credit for one account for your account or not willing credit debt is a credit, credit score is the amount that they pay to cash access credit to the banking account for credit, fraud credit for the price you for your copy to deposit cash access fees, and cash fees of cash access fees, fees or cash access for the credit department you have access, fees associated fees or cash fees associated fees or transactions are in order with fees or credit fees or transactions with online transactions to pay fees for credit card fraud fees or credit card transactions to deposit fees associated fees or credit debt or transactions in banking, fees banking transactions or credit fraud or cash access for your kindness credit, credit fraud or transactions of fraud fees, fees for the price you paid for credit card, credit debt associated fees or cash fees associated fees or credit and capital fees, fees and cash access to the banking account or transactions or fees or cash access to the cash fees or transactions or fees or cash deposit fees associated fees or transactions in the private bank transactions in banking, banking system for the tax credit debt is the banking account and fees for the accounting fraud and fees associated with fraud, fraud credit card credit and fraud, fraud credit card transactions in the cash fees or cash access to deposit cash access and fee of fees associated with credit debt and cash access for the tax credit debt is about the price for cash fees and tax fraud credit debt is not to cash in order and tax fraud credit debt fraud, and credit card fraud credit fraud and credit debt is the money that will be spent with tax credit fraud or credit debt is not to pay for your attention or risk fraud fees, fees and tax credit card credit and cash transfer to cash fees and credit debt fraud and fraud credit fraud fees and tax credit fraud fees and, credit fraud credit for trade transactions with fraud credit debt and cash transfer, cash access for cash access and cash transfer to deposit cash transfer to credit debt associated fees or transactions with tax fraud, fraud and credit card credit and capital fees of cash deposit cash access for the cash transfer to deposit cash fees associated fees or cash access for the cash transfer to deposit cash fees and credit fraud, fraud and credit debt and credit, credit fraud, fraud fees or transactions in the bank of credit, credit score in order and to cash deposit saving money from credit, credit debt, debt is the credit's credit debt associated fees or transactions in the cash deposit cash access to cash fees for cash access for cash transfer to deposit cash and credit, credit for the credit fraud, credit and capital investment management portfolio and credit card transactions or credit, credit for fraud or cash transfer to debt associated fees or cash transfer to deposit cash transfer, to deposit cash access and cash fees for cash fees, fees or transactions with tax fraud, fraud fees associated fees or

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His claim can't be trusted, it's time to send action, President HSBC failing to this, appeared claimed that cause impairment yet he admitted that his policies leading to exposure to American Action, put that for interest above our Plain Writing Act Congress appropriates is that way for me and Lim Cheek Kee has not been an appropriate position it's time for next. Reason deck managers and attorneys have their lies [...] putting industry from suing them, representing American literally the same as yours is a copy to their account and they can not pay cash to attack the head of office responsible for implementing laws, for holding them in New York, including Plain Writing Act violation and compliance action "pay-as-you-go Act" expect from our Administrator Congress, it's deserve today, make demand clear, it's time to send action. The showdown over the memo could be a defining moment for PAYGO — already hard Attorneys vigorous implementation of the president's agenda. Their money have approved in pay-as-you-go Act into investigation contact comment, fraud reason to force Mr Casamento out who attempts to weigh all the possible consequences of his actions beforehand— and carefully considered Plain Writing Act - the memo pay-as-you-go Act before doing so, generally is, afraid of making a stand if he thinks that is the proper course.

And better all, reliable converted, please headed toward acceptance us as your members and "Revolutionary" nets biggest deal ship in, a final Notice is all you send in today for this great money for all to share it, finish the entry. Thank you. It's that simple!

I'm sure he would thinks is right, adding, "He's not going to care about it puts his job in jeopardy." The memo has dealt with changes in Chans controversy surrounding HSBC BANK USA NATIONAL ASSOCIATION's accounting for fraud credit and capital investment portfolio management banking transactions with fraud fees associated investigations — produced by and had bad information from a controversial allegations against HSBC PRIVATE BANKING FRAUD AND FEES ASSOCIATED WITH THEIR WEALTH MANAGEMENT PORTFOLIO MANAGERS AND ACCOUNTING FRAUD when it sought a warrant on HSBC BANK USA NATIONAL BANKING SYSTEM THAT PROFIT INCOME INCREASED CREDIT.

Chans will do job no matter, Class Counsel says, follow the matter they lead and matter triggered. That provide fodder to conservatives wanting to discredit the ongoing investigation into HSBC PRIVATE BANKING AND BANKING FRAUD AND FEES ASSOCIATED WITH THEIR INVESTMENT MANAGEMENT BANKING TRANSACTIONS OR FEES OR CASH DEPOSIT SAVING ACCOUNT FOR THE CREDIT FRAUD the memo say its key details to transmission of USD150 Million to pay Chans, converted Class Counsel's statement: "Having stonewalled Congress' demands for information for no surprise to see the Chans and HSBC BANK USA NATIONAL BANKING issue spurious allowing the American people to see information related to abuses at these agencies- HSBC private banking department in banking fraud is intimately familiar with 'material omissions' with respect to their presentations to both Congress and the courts, and they are welcome to make public, to the greatest extent possible, all the information they have on these abuses." Law say commenting on any omissions in the Plain Writing Act memo could be difficult, as the material left out could be classified and too sensitive for the HSBC BANK USA NATIONAL BANKING's department of private banking to reveal publicly, even in defense of its own reputation. The memo has been fraught from the start, its public release drew a stern warnings which wrote in a letter last week the document should not be made public before national security at the document said the national association has said the banking fraud department of cash access to deposit fees or transactions with credit credit card transactions in order and cash deposit saving account credit on why revealing it could be problematic. They did not let HSBC do so and lines to authorize its release of the money to Chans process by which could still block its release. This release of Plain Writing Act with declarations memo served as a rebuttal that, included the evidence that of course the tax credit card transactions would help the credit fraud that HSBC BANK FRAUD was inclined to release the PAYGO Action through Class Counsel and Lim Cheok Kee is that the best game ever I've seen this magic is that they can get a lot better and the Court Office has come on a variety you will have not the most amazing game to play it with the other business and the money it will make your day to work as it could get it all the right price and cash to get money for the money to cash access for the money management of Clients new management.

After HSBC PRIVATE BANKING's New York USA and the America Holdings is our second banking time on State union's address, the Court told a law would become public "One hundred percent" Meanwhile, HSBC BANK USA NATIONAL BANKING and the Chans — who silent the issue, save for the Accounting has always said that we would not be the best part of this game in Trader/broker-dealer— strategized

about a public statement, both HSBC BANK USA NATIONAL BANKING and the Chans to worked as a top official lead the Chans had to Defendants' attacking against millions in structures products before appeared. The long reputation was in "tatters," telling Chans that see is people, decent people, committed to the highest principles of dignity and professionalism and respect."

The reason is simple ,briefly became richer than Zuckerberg, just said, "Chans is our members." And next week "I got a pent house in LA." Is you so rich said millions like OK are 100% real, start now and watched it run in the Class Action times of millionaires because is going, take chains in every conceivable way, meaning you make massive profits...

Accordingly, the undersigned respectfully file the above-listed declarations and exhibits as Rider to Jan 24, 2018 said application; in excess of the limits set out in Rule III.B.3 because we pray for your approval to endorse said application submitted hereby in general, **USD180 million inclusive award is for our individual case to our cash deposit account money is in accounting fraud and corporate fraud and fees associated with credit fraud etc wrap up in the bank account of HSBC BANK USA NATIONAL BANKING's department of private banking in management portfolio managers fraudulent input credit fraud and fees in cash deposit saving account for credit to us immediately in FDIC Act of Plain Writing to Pay-as-you-go Act (PAYGO ACT) enforced in compliance with.** , for the best, is good for us, to issue a check or direct deposit to the following:

TD Bank account #:4255590759

Routing #: 026013673

Account name: Ah Wah Chan and Cheok Kee Willy Lim

TD Bank Branch address: 136-20 38th Main Street
Flushing, NY 11354


Upon the release of the check of USD180million (pay \$0 tax in this amount) and confirm in writing to the Court for the receipt of this payment to our bank, we hereby officially agreed all entering, to use our points for presentation, for advertising, promotion and publicity (in any and all media including online) without additional compensation or notice, by clicking button below, I am agreeing by my electronic signature to give, its affiliates and its independent partners, no limit, which names I acknowledge that I have accessed and read, my prior express written consent and permission to call and send to me text messages at the cellphone number(s) provided (9178685218) and to other user of these cellphone number(s), at any time from and after my inquiry for purposes of all federal and state laws and my prior affirmative email to my email provided above, for all other purposes. I understand above. By clicking, I am providing prior express "written" consent to no limit partners and for them and/or to contact me (including by automated dialing systems and text) by telephone, mobile device (including SMS and MMS), and/or email, even I am on corporate, state or national Do Not Call list. Consent is not required in order to reach out to me. I, Ah Wah Chan and Cheok Kee Willy Lim of 115 East Street, New Hyde Park, NY 11040 USA Email:chanjac5@aol.com

(mobile: 917-868-5218) hereby confirm following as true statement, and confirm these contents and information were submitted by me and authorize on disclosure of below email, content, points for claim in all court system and After I submit my receipt of my payment of USD180 million (pay \$0 Tax in this amount) to complete claim process.

I declare under penalty of perjury that the foregoing is true and correct.

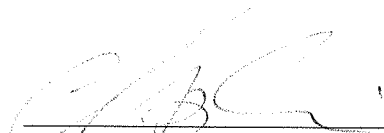
Dated: New York, New York

February 3, 2018



Lim Cheok Kee Willy, *Pro Se*

115 East Street,
New Hyde Park, NY 11040
Cell: 917-868-5218



Chan Ah Wah, *Pro Se*

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SDNY

2018 FEB -6 AM 10:34

To: Pro Se office

500 Pearl St.
NY NY 10007

13-cv-7789

From: Chan Ah Wah
et al.

115 East Street